

INVITATION FOR BID Notice to Prospective Bidders

You are invited to review and respond to this Invitation for Bid (IFB), entitled **Document Management System Project**. In submitting your bid, you must comply with the instructions found herein.

In the opinion of The State Bar of California, this Invitation for Bid is complete and without need of explanation. However, any technical questions regarding this IFB may be directed, by e-mail only, to Resty Buenavidez at the e-mail address listed below. Please submit four copies of your proposal no later than 5:00 p.m. on January 10, 2003. The winning bid will be awarded on January 15, 2003. All responses to the IFB shall be submitted to:

The State Bar of California
1149 South Hill Street
Los Angeles, California 90015-2299
Attn: Resty Buenavidez
FAX: 213-765-1234; email: Resty.Buenavidez@calbar.ca.gov

I. INTRODUCTION

The State Bar of California ("State Bar"), created in 1927 by the Legislature and written into the constitution as a judicial branch agency in 1966, is a public corporation within the judicial branch of state government. The State Bar serves as the administrative arm of the Supreme Court and oversees the admission and disciplining of lawyers licensed in the State.

In accordance with the State Bar's procurement policies, all contracts which may be in excess of \$50,000 are subject to formal competitive bidding. The State Bar plans to purchase various network servers, accessories and associated maintenance as detailed in Attachment A. This IFB seeks proposal that can provide the equipment and maintenance specified, at the lowest cost.

II. GENERAL INFORMATION

A. SUBMISSION REQUIREMENTS

- 1) Please submit four copies of your response. Any submission shall constitute an irrevocable offer for thirty (30) days following the deadline for its submission.
- 2) Please include the following information in your response:
 - a) Qualification statement of bidder (including description of similar projects).

b) References (at least four including contact name and phone number) from organizations, which have used your services for similar projects.

c) Evidence that vendor, if a corporation, is in good standing and qualified to conduct business in California, and copies of business licenses, professional certifications or other credentials.

d) A bid covering all costs and compensation, sealed in a separate envelope from the remaining portion of the bid response.

3) All materials submitted in response to this IFB will become the property of the State Bar of California and will be returned only at the State Bar's option and at the expense of the vendor submitting the bid. A copy of responses will be made available for public inspection.

4) Costs for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State Bar.

5) An individual who is authorized to bind the bidding firm contractually shall sign the Bid. The signature must indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.

6) A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.

7) A bidder may withdraw its bid by submitting a written withdrawal request to the State Bar, signed by the bidder or an agent authorized in accordance with 6) above. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.

8) The State Bar may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.

9) Bidders are cautioned not to rely on the State Bar during the evaluation to discover and report to the bidder any defects and errors in the submitted documents. Bidders, before submitting their documents, should carefully proof them for errors and adherence to the IFB requirements.

10) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.

11) Vendors are specifically directed not to contact any State Bar personnel for meetings, conferences or discussions related to this procurement, other than those specified in this IFB. Unauthorized contact of any State Bar personnel may

be cause for rejection of a vendor IFB response. Questions regarding the State Bar's award of any business on the basis of proposals submitted in response to the IFB, or on any related matter, should be addressed, by e-mail only, to Resty.Buenavidez@calbar.ca.gov.

B. BID EVALUATION, SELECTION AND REJECTION

- 1) Prior to the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB and to ensure that the bid is fully responsive to the specifications listed in Attachment A. The cost envelopes for all responsive bids will be opened and read at bid opening.
- 2) Bids that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of the State Bar, such information was intended to mislead the State Bar in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the bid.
- 3) The final selection will be made on the basis of the lowest responsive bid, from among those bids that are fully responsive to the specifications listed in Attachment A.
- 4) The State Bar reserves the right to reject any or all submissions in whole or in part for any reason without incurring any cost or liability whatsoever. All bids will be reviewed for completeness of the submission requirements. If a bid fails to meet a material requirement in the IFB, or if it is incomplete or contains irregularities, the bid may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements in the IFB.
- 5) Immaterial deviations may cause a bid to be rejected. The State Bar may or may not waive an immaterial deviation or defect in a bid. The State Bar's waiver of an immaterial deviation or defect shall in no way modify the IFB or excuse a vendor from full compliance with solicitation document specifications.
- 6) All bids may be rejected in any case where it is determined that the bids are not really competitive, or where the cost is not reasonable.

C. AWARD AND EXECUTION OF CONTRACT

- 1) The most responsive bidder with the lowest cost will be awarded the contract.
- 2) Notice of any decision by the State Bar regarding an award of a contract pursuant to this IFB will be posted at the State Bar's offices at 180 Howard Street, San Francisco, CA **only upon written request by a bidder**. If no request for notice is received by the State Bar by January 8, 2003, the State Bar will award the contract to the lowest responsive bidder on January 15, 2003.

D. PROTEST PROCEDURE

- 1) A vendor submitting a bid may protest the award if it meets all the following conditions:
 - a) The vendor has submitted a bid that it believes to be the lowest responsive bid;
 - b) The vendor believes that its proposal meets the State Bar's administrative and technical requirements, proposes services of proven quality and performance, and offers a competitive cost to the State Bar; and
 - c) The vendor believes that the State Bar has incorrectly selected another vendor submitting a proposal for award.
- 2) A vendor submitting a proposal who is qualified to protest should contact Victor Rowley, Office of Information Technology, The State Bar of California. If Mr. Rowley is unable to resolve the protest to the vendor's satisfaction, the vendor should file a written protest **within five (5) working days of the notice of intention to award contract**. The written protest must state the facts surrounding the issue and the reasons the vendor believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

Sam Quan
Acting Chief Financial Officer
The State Bar of California
180 Howard Street
San Francisco, CA 94105-1639

A receipt should be requested for hand-delivered mail.

- 3) Protests will be reviewed and decided by the State Bar's Award Protest Team within 30 days after the State Bar issues written acknowledgment of the protest. In the event that a protest is filed, the contract award will be postponed pending resolution of the protest.

E. NEWS RELEASES

News releases pertaining to the award of a contract may not be made without the prior written approval of the State Bar.

F. DISPOSITION OF MATERIALS

All materials submitted in response to an IFB will become the property of the State Bar of California and will be returned only at the State Bar's option and at the expense of the vendor submitting the bid. One copy of a submitted bid will be retained for official files and become a public record. However, any confidential material or proprietary material submitted by a vendor that was clearly marked as such will be returned upon request.

Remaining non-confidential material in the proposal, including proposed costs and compensation, will be maintained for the Bar's official files and will be subject to public inspection.

III. SCOPE OF SERVICES

See Attachment A for bid specifications.

Delivery of the products listed must be made by February 3, 2003. Should contractor fail to deliver the products at the agreed upon time, the State Bar, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the State Bar for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.

IV. CONTRACTING REQUIREMENTS

- 1) The State Bar does not accept alternate language from a prospective bidder. A bid with such language will be considered a counter proposal and will be rejected.
- 2) The final agreement shall be by Purchase Order and governed by The State Bar's General Terms and Conditions as set forth therein, a form of which is attached here to as Attachment B.
- 3) In addition to the above-referenced General Terms and Conditions, the Purchase Order shall also contain the following terms:
 - a) Assignment of Warranties. To the extent that such third party manufacturers have made to Vendor any warranties or other commitments, Vendor will assign to the State Bar all of such manufacturers' warranties and other commitments related to the equipment.
 - b) Delivery, Insurance, and Title.
 - (i) **Delivery**. The equipment will be delivered to the State Bar's San Francisco Office on February 3, 2003.
 - (ii) **Insurance**. Vendor will assume full responsibility for insuring the equipment in transit and dealing with transportation carriers to ensure delivery of shipments, to locate missing or late shipments, to resolve billing for transportation charges, and to submit and to resolve all insurance claims arising from damage to its shipments.
 - (iii) **Title**. Title to the equipment purchased under the agreement will remain in the Vendor until it is delivered and installed at the State Bar's site, at which time title shall pass to the State Bar. Vendor

will furnish the State Bar a bill of sale and other documents requested by the State Bar to enable it to perfect unencumbered title to the equipment.

- c) Transportation Costs. All transportation charges on equipment will be prepaid by the Vendor and will be added as a separate charge on Vendor's invoice to the State Bar to be paid by the State Bar, except:
 - (i) Vendor will bear the cost of transportation of equipment shipped for mechanical replacement purposes;
 - (ii) Vendor will bear the cost of transportation for equipment removed as a result of equipment failure, whether for convenience or at the State Bar's demand; and
 - (iii) Vendor will bear the cost of transportation for equipment removed as a result of default by vendor of any of the terms and conditions of the agreement.
- 3) In the event of any conflict or inconsistency with the above terms and the State Bar's General Terms and Conditions, the above terms shall control.
- 4) The above terms and the State Bar's General Terms and Conditions are not negotiable.
- 5) No oral understanding or agreement shall be binding on either party.
- 6) Time is of the essence with respect to vendor's performance of the services to be provided in the final agreement.

ATTACHMENT A

Servers

Qty	Part No.	Description	
1	86873RY	IBM xSeries 440 , 2 - Xeon 2.4GHz/400MHz, 512KB, 2GB, O/Bay, 2x1050W p/s, Rack, (2-CPU, 2GB Ram, 2 - 18.2 10K, 2-36.4 10K, 7-73.4 10K)	
	Part No.	Description	Qty
	06P5736	ServeRAID 4Mx Ultra 160 SCSI Controller	1
	06P5754	18.2GB 10K Ultra160 SCSI HS HDD	2
	35311RU	EXP300 SCSI Storage Expansion Unit	1
	06P5756	73.4GB 10K rpm Ultra160 SCSI HS HDD	7
	06P5755	36.4GB 10K Ultra160 SCSI HS HDD	2
	22P6801	Intel PRO/1000 XT Server Adapter (with CD)	2
	Maintenance	Service suite 3-year 7X24 on site repair	1
3	867641X	IBM xSeries 335 , Intel Xeon 2.0GHz/400MHz, 512KB, (2-CPU, 1.5 GB Ram, 2 - 18.2 10K SCSI RAID 1)	
	Part No.	Description	Qty
	59P5100	2.0GHz/400Mhz, 512KB Upgrade with Intel Xeon Processor	1
	06P5740	ServeRAID-4Lx Ultra160 SCSI Controller	1
	33L5038	512MB PC2100 CL2.5 ECC DDR SDRAM RDIMM	2
	06P5754	18.2GB 10K Ultra160 SCSI HS HDD	2
	21P2072	EPac 3 yr onsite, 9x5x4 (x330)	1
2	867641X	IBM xSeries 335 , Intel Xeon 2.0GHz/400MHz, 512KB, (1-CPU, 512MB Ram, 2 - 18.2 10K SCSI RAID 1)	
	Part No.	Description	Qty
	06P5740	ServeRAID-4Lx Ultra160 SCSI Controller	1
	06P5754	18.2GB 10K Ultra160 SCSI HS HDD	2
	21P2072	EPac 3 yr onsite, 9x5x4 (x330)	1

Server Accessories

Qty	Part No.	Description
3	06P4792	Cable Chain Technology Cable Kit

Network Attached Storage:

Qty	Part No.	Description	
2		Snap Appliance Guardian 4400 NAS Server (480GB)	
	Part No.	Description	Qty
		Three Year Onsite Warranty and Support	1

Direct Attach Tape Backup:

Qty	Part No.	Description
2	C7745NB	HP Surestore Autoloader 1/9, DLT 8000 Rackmount, lvs, rackmount
2	C7474A	HP SureStore Ultra 3 Wide PCI HBA kit
100	C5141F	DLTtape IV Data Cartridges or (Maxell DLTtape IV Reorder #183270)

Monitor and KVM Switch and Accessories:

Qty	Part No.	Description
1	221546-001	HP/Compaq - TFT5600 RKM (Rackmount Keyboard Monitor)
2	J1474A	J1474A – HP Rackmount Console Switch, 1x8
8	J1476B	J1476B – HP Console Switch Cable, 8 Foot
8	J1477B	J1477B – HP Console Switch Cable, 15 Foot